



Marina at St. James Plantation Owners Association Inc.

April 17th 2019

Dear Owner,

Since the beginning of operations of the Marina in 1999, when a named storm has approached St. James, the Marina Staff, looking to ensure the Marina and its boats were prepared for the storm, started monitoring the mooring lines of boats and when necessary, tied them down securely to minimize any damage, both to the boat or dock. This exercise was carried out by the Marina staff prior to a storm and was performed as a free service, except for needed lines. Many Owners took no direct part in securing their vessels prior to a storm.

As the Marina has filled up over the years, this process has become more of a burden, tying up resources and costing overtime and in this most recent storm, Florence, restricted the time available for the staff to evacuate themselves to a safe haven.

The Marina Board of Directors has therefore decided to implement a policy which will allow more time to secure vessels for a storm.

1) Owners and Tenants will be able to sign up to join a program which will ensure that the Marina Staff will secure their vessel to the published standards of the Marina in the event of the approach of a named storm. There will be a charge for this service and Owner/Tenant will have to sign up by the annual deadline date to take advantage of the pre-paid rate. Once signed up, they will retain that option unless they notify the Dockmaster, in writing, delivered to the Marina Office prior to January 31st in the New Year.

2) Owners/Tenants, not in the pre-paid program, who secure their own vessel in accordance with the Marina's published standards will not be assessed.

3) In the event that Owners/Tenants do not take action to secure a vessel in accordance with the Marina's published standards and the Owner/Tenant is not part of the pre-paid program, the Owner/Tenant will be assessed a fee by the Marina, to secure the vessel in accordance with the standards, which will be substantially higher than the pre-paid rate.

All Owners/Tenants will have to elect either to join the pre-paid program or agree to comply with the Marina Standards for tie-down and pay if they did not do so. **Those owners who decline to sign one option or the other, will be assessed 120% of the Standard Fee if their vessel is not prepared in accordance with the Marina Tie-Down Standards and the Marina Staff have to complete the job.**

(NCGS 47C-3-102(10))

Please take a moment to read the policy and make your election. Thanks for your response.

John Neuner-President



Marina at St. James Plantation Owners Association Inc.

St James Marina Major Storm Vessel Tie Down Policy

The intent of this policy is to assist boat owners with securing their vessel when adverse weather is imminent. This policy will align with Alert Level 1 of the St James Marina Adverse Weather Policy of which it will form a part.

All vessels will have to be fully secured 36 hours prior to the expected impact of the Named Storm at the marina, usually when the National Weather Service posts a Hurricane Warning

Boat owners will need to fill out the information in the Election Exhibit and provide all materials in order to fulfill the requirements of the Tie Down policy. Deadline for joining the program is June 1st. By joining by June 1st, the owner will pay the prepaid fee, which will cover the cost for storm preparation for any named storm in that year's Hurricane Season, which runs from June 1st to November 30th of each year. If no named storm impacts the Marina in any year, there will be no refund.

Those Owners who do not join the pre-paid program but sign the Election Form will pay the Standard Fee for each incidence of a named storm, in the event that the Marina Staff have to secure their vessel. Those Owners or Tenants who decline to sign an Election, will be charged 120% of the Standard Fee in the event that the Marina Staff have to secure their vessel. (NCGS 47C-3-102(10))

The goal is to make every effort to secure vessels in the Marina, along with property of the Marina, prior to a named storm's arrival. While it is the intent of the policy to ensure that all vessels are secured in accordance with Marina Standards, **there is no guarantee either implied or given, that any vessel or dock will not incur damage during a storm.** Neither the Marina at St. James Plantation Owners Association Inc. or Lands Edge Management LLC or any of their respective affiliates can be held liable for any damage to a vessel or dock as a result of storm damage and or collateral damage issues.



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St James Marina Major Storm Vessel Tie Down Policy

Detail of Election of Tie Down Service

When a Named Storm approaches, all vessels moored in Wet Slips at St. James Marina must be secured to the dock using, as a minimum, the lines shown on the diagram of **Exhibit 1** attached. There may be exceptions, if agreed to in advance between the Owner/Tenant and the Marina Dockmaster and such variation is recorded and forms part of the Owner's record with the example in **Exhibit 4**

Likewise, all lines used to secure the vessel, shall be strong enough to secure the vessel and shall be not less than the standard shown for lines in **Exhibit 2**.

An Owner/Tenant is electing and attesting to one of these two options.

- 1) I understand that by electing to join the pre-paid program to secure my vessel, the Marina Staff will, in the event of the approach of any Named Storm in a Hurricane Season Year, as defined in the Adverse Weather Policy of the Marina, secure my vessel in accordance with the standards shown on **Exhibits 1 and 2** attached or as shown on the attached modified diagram, which I and the Dockmaster have signed. I agree that the fee for this service (which is published as **Exhibit 3**), is a utility service provided by the Association and will be charged to my account with the Marina and is part of my assessments. I have read and agree to the terms of the indemnity on the reverse of this form. This election shall remain in full force and effect until rescinded in writing by the Owner/Tenant and delivered to the Marina Office.

Or

- 2) I understand that because I am NOT joining the pre-paid Marina Tie Down Service, I am responsible for securing my vessel to the minimum standards as shown in Exhibits 1 and 2 attached, in the event of the approach of a Named Storm, or, as shown on the attached modified diagram, which I and the Dockmaster have signed. I also understand and agree, that in the event that I do not secure the vessel to the dock in accordance with the minimum standards as laid out in Exhibits 1 and 2 attached, or as shown on the attached modified diagram, which I and the Dockmaster have signed, the Marina Staff will secure the boat in accordance with such standards and I will be billed at the Standard Rate Fee



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as shown in Exhibit 3 attached, for each applicable Named Storm in a Hurricane Season Year. I agree that the fee for this service (which is published as Exhibit 3), is a utility service provided by the Association and will be charged to my account with the Marina and is part of my assessments. I have read and agree to the terms of the indemnity on the reverse of this form. This election will remain in full force and effect until rescinded in writing by the Owner/Tenant and delivered to the Marina Office.



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Hurricane Season Tie-Down Policy Election Forms

ELECTION

1) I understand the options as described and elect to **Join** the Pre-paid Tie Down Program as described in Paragraph 1 in the accompanying letter and I agree that the pre-paid fee will be charged to my account as defined in Exhibit 3 and that there will be no refunds in the event of no Named Storms being named in a Hurricane Season. I have read and agree to the terms of the indemnity on the reverse of this form. This election shall remain in full force and effect until rescinded in writing by the Owner/Tenant and delivered to the Marina Office.

Signed: _____ Slip# _____ Vessel Length: _____
Date: _____

Or

2) I understand the terms as described and elect **Not to Join** the Pre-paid Tie Down Program as described in Paragraph 1 in the attached letter. Instead, I agree to the terms in Paragraph 2 above and I agree that I will pay any resulting fee that may be charged to my account. I have read and agree to the terms of the indemnity on the reverse of this form. This election shall remain in force and effect until rescinded it in writing by the Owner/Tenant delivered to the Marina Office.

Signed: _____ Slip# _____ Vessel Length: _____
Date: _____

Owner/Tenant name _____

Contact Information _____



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Indemnity

Owner acknowledges, covenants, and agrees that the Association cannot ensure that no damage will occur to his/her vessel in the event of a storm. Owner, his/her heirs and assigns, hereby release and forever discharge in contract and tort, and any equitable remedy the Association, its successors, assigns, affiliates, agents, employees, property managers and legal representatives, including but not limited to the Dockmaster and Marina Staff, from any and all claims and demands, whether known or unknown, which Owner has, or may have, arising out of or in any way relating to the Tie Down Service, Owner's election to tie down his or her vessel without Marina Staff assistance, or in the event Owner has taken no action and the Dockmaster or Marina Staff ties down his/her vessel. This Release shall be binding upon Owner, his/her heirs, successors, and assigns and shall inure to the benefit of Association and its successors, assigns, affiliates, agents, employees, property managers and legal representatives.

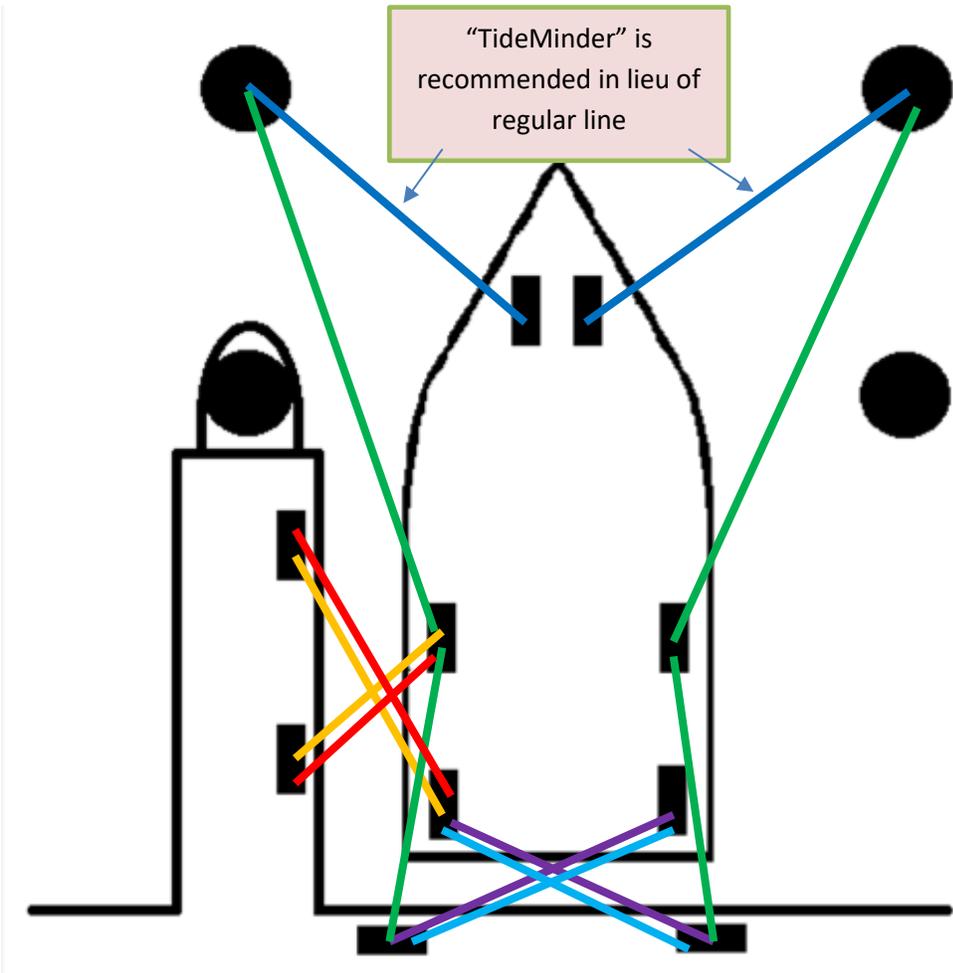


Marina at St. James Plantation
Owners Association Inc.

Exhibit 1

St James Marina Major Storm Vessel Tie Down Policy

Minimum tie down lines Diagram





Marina at St. James Plantation Owners Association Inc.

Exhibit 2

St James Marina Major Storm Vessel Tie Down Policy

St. James Marina Minimum Line specifications for vessels in the Marina under storm conditions.

Line Diameter	Boat Length
3/8"	up to 25'
1/2"	up to 35'
5/8"	up to 45'
3/4"	up to 55'

Note: Spring lines need to be the length of the boat. Bow and stern lines can be shorter.



Marina at St. James Plantation Owners Association Inc.

Exhibit 3

St James Marina Major Storm Vessel Tie Down Policy

Fee Structure for St. James Marina Tie-Down Program

Pre-paid fees must be settled before June 1st, otherwise Standard Fees apply

Pre-Paid Fees

Vessels with LOA up to 30' - \$125

Vessels with LOA 31' – 40' - \$150

Vessels with LOA 41' and above - \$175

Standard Fee

- 1) Any vessel not tied down to Marina Standards
- 2) Owners requiring service, but not signed up before June 1st

Vessels with LOA up to 30' - \$250

Vessels with LOA 31' – 40' - \$300

Vessels with LOA 41' and above - \$350

Owners not signing an Election

120% of the above noted Standard Fees



**Marina at St. James Plantation
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Exhibit 4

St James Marina Major Storm Vessel Tie Down Policy

Non-Standard Tie Down Diagram

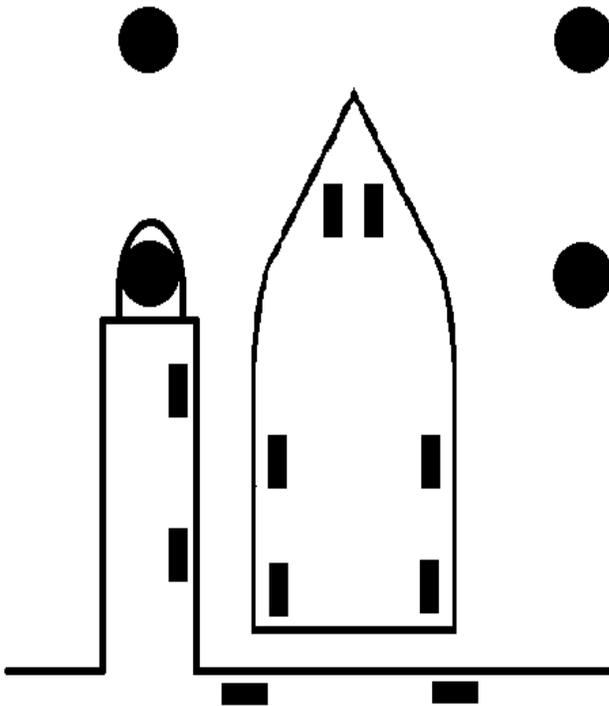


Diagram to be completed for each vessel that is not to be tied down according to the Marina Standard Diagram

Line Diameter	Boat Length
3/8"	up to 25'
1/2"	up to 35'
5/8"	up to 45'
3/4"	up to 55'

Note: Spring lines need to be the length of the boat. Bow and stern lines can be shorter

The above diagrams are the agreed mooring standards for the vessel in Slip _____

The LOA of the vessel is _____ Ft. and Weight of _____ Named _____

Signed _____

Signed _____

Owner/Tenant Print Name _____

Dockmaster Print Name _____